

Editor Agreement

This Editor Agreement (this "Agreement") is made effective as of September 30th, 2022, by and between **Trevari Media LLC**, (dba: Adventures With Purpose), of 740 NE 3rd St, STE 3-139, Bend, Oregon 97701 (the "Client"), and **Joshua Cantu**, of 63426 Vogt Rd. Bend Oregon 97701 (the "Editor").

Editor desires to provide editing services to Client and Client desires to obtain such services from Editor.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on October 25th, 2022, Editor will provide editing services (collectively, the "Services") to the work ("AWP Episode(s)") of the Client described here: 4k raw video files from 2 GH5s, drone footage, underwater GoPro footage, and up to 4 separate audio tracks, all consisting of 1 days footage to be edited in the same likeness as seen at <https://www.youtube.com/adventureswithpurpose> with **final projected runtime of 35-65 minutes**, to be supplied to Editor via SSD hard-drive by Client, return postage pre-paid.

2. SCOPE OF WORK.

- a. The Editor shall complete the full AWP Episode within 2 weeks upon receipt of delivery of files by the Client including up to two rounds of revisions.
- b. Editing may be done on the platform of Editors choosing, ie: Final Cut Pro, Adobe Premier, etc.
- c. The Editor, shall use their background and experience in editing the AWP Episode, using royalty-free music from Artlist.io along with stock video if deemed necessary by Editor to complement the creation of the AWP Episode.
- d. Client will provide additional assets, ie: logos and workflow training to Editor.
- e. Editor acknowledges that the scope of work is work-for-hire and that the Client shall be the sole owner of any completed works, have copyrights to, and that all files provided to Editor by Client are copyrighted works of Client.

3. DELIVERY OF AWP Episode. Drafts shall be uploaded to the Editor's Youtube channel, "Unlisted", for Client to review, suggest revisions, and approve. Upon approval of AWP Episode by Client, Editor shall upload approved AWP Episode to Clients Dropbox in a .mp4 format, place all completed edits on Clients SSD hard-drive, return SSD hard-drive via pre-paid postage, delete any/all files provided/used by Editor of Clients, including uploads to Editors Youtube channel.

4. PAYMENT FOR SERVICES. Client will pay compensation to Editor for the Services in the amount of **\$1200.00 per approved AWP Episode** assigned and accepted to/by the Editor. This compensation shall be payable in a lump sum upon completion of the Services no later than **Net10** upon acceptance and upload to Clients Drobox by Editor.

Further, the Client shall pay a **bonus of \$1,000** to Editor for any AWP Episode completed by the Editor, **which has reached a minimum of 1,000,000 views within 30-days** of Public Release on the Client's Youtube Channel, <https://www.youtube.com/adventureswithpurpose>. This compensation shall be payable in a lump sum upon notice by Editor no later than Net10, upon notice by Editor to Client that the AWP Episode has reached 1,000,000 views.

Editor shall provide a written invoice to Client via email to finance@trevari.com, and include preferred payment type: Venmo, Paypal, Direct Deposit, or Check.

5. TERM/TERMINATION. The digital acceptance of new AWP Episodes or any Works via email shall constitute a continued desire of both Client and Editor to continue this Agreement. This Agreement may be terminated by either party upon 5 days written notice to the other party but does not cancel any Works already agreed to unless cancellation is accepted by both parties.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that Editor is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Editor.

7. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, or other information (collectively, the "Work Product") developed in whole or in part by Editor in connection with the Services shall be the exclusive property of Client. Upon request, Editor shall sign all documents necessary to confirm or perfect the exclusive ownership of Client to the Work Product.

8. CONFIDENTIALITY. Editor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Editor, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. Editor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, Editor will return to Client all records, notes, documentation and other items that were used, created, or controlled by Editor during the term of this Agreement.

9. INDEMNIFICATION.

a. Editing is intrinsically a subjective process of offering advice and suggestions to the Client. In addition to offering such advice and suggestions, the Editors responsibility is limited to notifying the Client of any unresolved differences with the Client before the work proceeds to the next stage of production. While the Editor will make every effort to bring questionable material to the attention of the Client, the Client agrees to indemnify and save harmless the Editor from any and all claims or demands, including legal fees, arising out of any alleged libel or copyright infringement committed by the Client in creating the work.

b. The Editor, while working to aid the Client in preparing the best AWP Episode possible given the submitted material, has no way of judging the market or the whims and caprices of any Public Release and is held harmless by the Client of any acceptance or blowback from the marketplace.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Oregon.

13. SIGNATORIES. This Agreement shall be signed by Jared Leisek, President on behalf of Trevani Media LLC and by Joshua Cantu, referred herin as Editor. This Agreement is effective as of the date first above written.

By: Jared Leisek Date: 10/25/2022

Jared Leisek, President
Underwater Investigations LLC

A handwritten signature in black ink, appearing to read "Josh".

10/30/2022

By: _____ Date: _____

Joshua Cantu